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02-09

CONTRACT

CROP 1950

PIETERS - WHEELER
SEED COMPANY

GILROY, CALIFORNIA

WHOLESALE GROWERS
of
HIGH QUALITY
GARDEN SEEDS

OTHER GROWING STATIONS
Central California — Caldwell, Idaho

The Mark



of Quality

Vegetable Seeds of Quality

●

EACH YEAR, it is growing more apparent that the production of vegetables is *becoming highly specialized* and is fast getting into the hands of Truckers and Market gardeners whose livelihoods depend largely on the quality of their product, and who demand from their Seedsman *True Types of Highest Merit*. We have anticipated this growing demand for *Select Strains of Carrot, Lettuce, Onion, Etc., Etc.*, and have for the past several years devoted a considerable acreage to *Selection and Breeding* work. We are offering in this list, stocks, *Carefully Bred, Critically Rogued, Cleaned and prepared with all possible care to prevent any mixtures*. We believe that there are no better stocks obtainable and that you may depend upon them to give satisfaction to your most critical trade. Seed of doubtful quality may be purchased cheaper, but why take chances?

Quality Will Pay in the Long Run

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*We Respectfully Solicit
Your Business*

**PIETERS-WHEELER
SEED COMPANY**

For Terms and Conditions of Sale

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Lbs.	VARIETY	Price Per Lb.
	BEET	
	Crosby's Egyptian	
	Detroit Dark Red, Short Top	
	Early Blood Turnip	
	Early Wonder	
	Extra Early Flat Egyptian	
	Perfected Detroit	
	Good For All	
	Green Top Bunching	
	Winter Keeper	
	Mangel and } See Page 8 Swiss Chard }	
	CELERY	
	Golden Self Blanching (Dwarf Type)	
	White Plume	
	Giant Pascal	
	Golden Plume	
	Summer Pascal (Waltham Strain)	
	Utah Pascal	
	Celeriac Giant Prague	
	ENDIVE	
	Broad Batavian, Full Hearted	
	Green Curled	
	Green Curled Red Ribbed	
	Green Curled Pancalier	
	Green Curled Ruffec	

Miscellaneous — Please See Page 8

For Terms and Conditions of Sale
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Lbs.	VARIETY	Price Per Lb.
	CARROT	
	Amsterdam Forcing	
	Chantenay	
	Chantenay Long Type (Greater Chantenay)	
	Chantenay Red Cored	
	Danver's Half Long	
	Danver's H. L. Red Cored	
	Early Scarlet Horn	
	French Forcing	
	Hutchinson (Waltham Strain)	
	Imperator	
	Imperator Long Strain	
	Imp. Short White	
	James Intermediate	
	Long Orange Improved	
	Morse's Bunching	
	Nantes, Coreless	
	Oxheart	
	Orange or Yellow Belgian	
	Streamliner	
	Supreme Half Long	
	St. Valery	
	Tendersweet	
	Touchon	
	White Belgian	
	White Mastodon	

Miscellaneous — Please See Page 8

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Lbs.	VARIETY	Price Per Lb.
	LETTUCE	
	All Year Round	
	BIBB	
	Big Boston	
	Black Seeded Simpson	
	Black Seeded Tennisball	
	California Cream Butter	
	Chicken Lettuce	
	Crisp As Ice	
	Early Curled Simpson	
	Grand Rapids	
	Grand Rapids (Tip Burn Resistant)	
	Grand Rapids (Washington Strain)	
	Hanson	
	Hubbard's Market	
	Iceberg	
	Matchless	
	May King	
	Mignonette	
	New York, P-W Selected	
	New York, P-W, No. 12	
	New York, P. W, 55	
	New York, P-W, 199	

Miscellaneous — Please See Page 8

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Lbs.	VARIETY	Price Per Lb.
	LETTUCE CONTINUED	
.....	New York, P-W, 515
.....	Oak Leaf
.....	Paris White Cos
.....	Dark Green Cos .....	.....
.....	Trianon Cos .....	.....
.....	Prizehead .....	.....
.....	Salamander .....	.....
.....	Unrivalled .....	.....
.....	Wheeler's Tom Thumb .....	.....
.....	White Boston .....	.....
.....	White Boston Cornell No. 43.....	.....
.....	Cornell No. 456 .....	.....
.....	GREAT LAKES .....	.....
.....	Premier Great Lakes .....	.....
.....	Pennlake .....	.....
.....	Imperial 44 .....	.....
.....	Imperial 152 .....	.....
.....	Imperial 615 .....	.....
.....	Imperial 847 .....	.....
.....	Progress .....	.....
	MUSTARD	
.....	Fordhook .....	.....
.....	Southern Giant Curled
.....	Florida Broad Leaf

Miscellaneous — Please See Page 8

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Lbs.	VARIETY	Price Per Lb.
<div data-bbox="425 346 603 394" data-label="Section-Header"> <h2>ONION</h2> </div> <div data-bbox="232 443 674 1519" data-label="List-Group"> <ul style="list-style-type: none"> Australian Brown Brigham Yellow Globe Early White Globe Early Yellow Globe Ebenezer Golden Globe Large Red Wethersfield Yellow Sweet Spanish (Utah Strain) Southport Red Globe Southport Yellow Globe Southport White Globe WHITE EBENEZER White Portugal White Sweet Spanish White Spanish—Jumbo Yellow Globe Danvers </div> <div data-bbox="408 1651 625 1700" data-label="Section-Header"> <h2>PARSNIP</h2> </div> <div data-bbox="232 1755 581 1996" data-label="List-Group"> <ul style="list-style-type: none"> All America Harris Model Hollow Crowned Improved Guernsey </div>		

Miscellaneous — Please See Page 8

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Lbs.	VARIETY	Price Per Lb.
	PARSLEY	
	Double Curled	
	Hamburg Rooted	
	Moss Curled	
	Perfection	
	Plain	
	Triple Curled	
	RADISH	
	Cavalier	
	Cal. Mammoth White	
	Chinese White or Celestial	
	China Rose Winter	
	Crimson Giant	
	Early Scarlet Globe	
	French Breakfast	
	Icicle	
	Long Black Spanish	
	Long Scarlet, Short Top	
	Sparkler, Bright Scarlet Half White Tipped	
	White Tipped Scarlet Turnip	

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Lbs.	VARIETY	Price Per Lb.
	MISCELLANEOUS	
	DILL	
.....	Long Island Mammoth
	LEEK	
.....	American Flag
.....	Giant Musselburgh .....	.....
	MANGEL	
.....	Mammoth Long Red .....	.....
.....	Sludstrup, Yellow Giant .....	.....
	SALSIFY	
.....	Mammoth Sandwich Island .....	.....
	SWISS CHARD	
.....	Common Green or Spinach Beet.....	.....
.....	Dark Green Large Ribbed.....	.....
.....	Fordhook Giant .....	.....
.....	Lucullus .....	.....
.....	Large White Ribbed Smooth Leaf .....	.....
	RUTABAGA	
.....	American Purple Top .....	.....
.....	Waltham Yellow Globe .....	.....
	TURNIP	
.....	Purple Top White Globe
	SWEET PEAS	
.....	Supreme Spencer Mixed.....

For Terms and Conditions of Sale
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TERMS:

Our terms to firms of approved credit are 60 days Net Acceptance, or 1 ½ per cent Discount for cash inside of 30 days from date of invoice; F.O.B. growing station. Bags at Market Value not returnable.

CONDITIONS OF SALE:

We will continue to book contracts only as long as we have sufficient acreage, under normal conditions, to produce quantities sold. All sales subject to confirmation.

ALL SALES MADE SUBJECT TO CUSTOMARY DISCLAIMER OF THE SEED TRADE

We give no warranty, expressed or implied, as to description, purity, productiveness or any other matter of any seeds we sell and we will not be in any way responsible for them. The seller's liability, in all instances, is limited to the purchase price of the seed.

CORRESPONDENCE SOLICITED



Pieters-Wheeler Seed Company (Incorporated)

GILROY, CALIFORNIA

Cable Address:

Wheeler, Gilroy.

Codes: Am Seed

A.B.C.—5th Edition

This Agreement

MADE IN DUPLICATE

on

by and between

Pieters-Wheeler Seed Company

a corporation, of Gilroy, California,
hereinafter called the Seller.

and

of

hereinafter called the Purchaser

WITNESSETH

1. Seller agrees to sell and deliver and purchaser agrees to accept and pay for the varieties of seeds in the amounts, at the prices set forth in attached pages, and subject to the terms and conditions herein provided.

2. Seller agrees to plant, or cause to be planted, during the season of an acreage of land which will produce, under normal conditions, an amount of seed of the varieties herein named which will be sufficient to enable the seller to deliver the quantities of the seeds herein contracted for; and the seller agrees to deliver as soon as possible after harvested, such seeds in good merchantable condition as herein defined, F.O.B. growing station, containers extra at market value, and not returnable. The terms "in good merchantable condition" is defined as seeds properly cleaned for seeding purposes, approximately free from foreign seeds distinguishable by their appearance and of a germination equal to the fair average germination of the crop of the current year.

3. In case of partial or total failure of any or all crops planted, or caused to be planted by the seller for the purpose of producing the varieties of seeds herein named, or, in case of damage to, or destruction of seller's seed stocks before planting, or to the products of such plantings, or to any seed through fire, accident, or other casualty beyond seller's control, the seller shall be obliged to deliver, if at all, proportional quantities only, and, in any event, the seller shall have the right to reserve an amount of seed equal to that used in said planting.

4. Purchaser shall make payment for seeds delivered, by a trade acceptance due and payable net 60 days from date of shipment, or by cash in U. S. funds, within 30 days from date of shipment, less a discount of 1½ %. Purchaser shall pay interest at the rate of 6% per annum on any overdue payments of purchase price.

If, at any time the financial condition of the purchaser becomes unsatisfactory to the seller, the purchaser agrees, upon receipt of written notice to that effect, and upon demand of the seller, to pay for the seeds in advance of shipment, less a cash discount of 1½%, and if such payment is not made within ten (10) days from receipt of such demand for payment, this agreement shall thereupon be deemed to be breached by the purchaser.

5. Except as herein otherwise expressly provided, the seller gives no warranty expressed or implied, as to description, quality or productiveness, or any other matter of any seeds sold by it, and will not be in any way responsible for the crop. The seller's liability, in all instances, is limited to the purchase price of the seed.

6. Purchaser's claims for shortage of deliveries must be made to seller immediately on receipt of shipment and all germination tests must be made and reported in writing (including telegram) by purchaser to seller within 15 days after receipt of shipment.

7. If the production of the within mentioned goods be prevented by any condition existing from a state of war, strike, or by any act of God, seller shall not be liable therefor. Or, if the cost of producing, processing or merchandising the within mentioned goods be increased directly or indirectly, from any of the above mentioned causes or by any act of government controlled prices, such increase shall be paid by the purchaser to the seller. If the parties cannot agree on the amount of said increase that question shall be arbitrated as set out in paragraph No. 8 of our contract conditions.

8. If the cost of producing, processing or merchandising the within mentioned seed is increased by seller's payment of sales taxes or by his compliance with Federal or State Laws or Regulations enacted or promulgated subsequent to the date of this contract such increase shall be paid by the purchaser to the seller; and if the parties cannot agree on the amount of said increase, that question shall be submitted to the Arbitration Committee of the American Seed Trade Association for arbitration and award, which award will be made forthwith by the purchaser.

In Witness Whereof, the parties have hereunto set their hands on the day and year first above written.

PIETERS-WHEELER SEED COMPANY

The Seller

By

Buyer

By

The Purchaser

Special Instructions

SEED GROWING CONTRACT

CROP 1950

Pieters-Wheeler Seed
Company
of GILROY, CALIFORNIA

SHIPPING INSTRUCTIONS

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